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**Company No. 4553408 VAT No 408 483 641**

## **TERMS & CONDITIONS**

### **Contract & Letting Agents Revision: 20231207**

These terms and conditions (T&Cs) laid out by Power Point (We,Us,Our) form a contract with the Landlord/Letting Agent (You, Your) in any works undertaken by us on your behalf. Any reference to an 'account' refers to you being setup as a customer on our accounting software. No credit facilities are offered or should be implied. By instructing us to undertake any repair or replacement or other work for you, you agree to be bound by the conditions herein (your statutory rights are unaffected):

#### **INSTRUCTIONS:**

- 1.1 Our T&C's may be altered from time to time as necessary to meet our need. It is your responsibility to ensure that you have read and understood the T&Cs as laid out before instructing us. These T&C's supersede any previous agreement reached between us and you. These T&Cs will be considered by us and you as binding and the conditions here-in will be accepted by Us and You and the only set of conditions applicable to any instruction from You.
- 1.2 Instructions can be given verbally or via email, however verbal instructions must be followed up with written confirmation prior to our engineers attending.
- 1.3 In addition to the address (including postcode) of the property, instructions must give as many details of the appliance and fault as possible and details of whether the address is tenanted or vacant.
- 1.4 To protect the health and safety of our employees, where the property is tenanted we must be given contact details for the tenant to ensure that any necessary questions pertaining to infectious diseases, dangerous pets, or other hazards can be discussed in addition to agreeing an amicable time/date to attend the address.
- 1.5 To comply with Law of Agency and enable a contract to be formed between us and you, the instructions must also include landlord details. For the purposes of initial attendance, the landlord name will suffice however if for any reason we request further contact details (name, address, contact phone number & contact email address) then these will be provided by you in a timely fashion.
- 1.6 The cost of the callout shall be as advertised on our website. These prices include VAT. If you charge any commission then this is not included in the advertised rates and the call-out charge will be increased accordingly to reflect the commission percentage you charge. We will disclose

the breakdown of an invoice (including any agent commission element) to the landlord upon request.

- 1.7 Any work order which has a value of zero or less than the minimum callout fee (as 1.5) for the appliance being inspected shall be deemed to be an error on your part and the repair shall be treated as detailed in 2.1
- 1.8 Should it be necessary to access a property using keys from you, these will be returned to you at our earliest opportunity. It is not possible to guarantee keys can/will be returned on the same day as the appointment.
- 1.9 If any permits or time restrictions are enforced at the premises you are asking us to attend it is your responsibility to ensure that we are provided with the required credentials. Any charges incurred by us for attending/parking at the address which were foreseeable or wholly necessary for us to undertake the requested work remain your responsibility and will be invoiced accordingly. This includes, but is not limited to, addresses covered by ANPR (Automatic Number Plate Recognition), loading bays being unavailable or occupied at the time of our visit, and parking on double yellow lines outside a property where unavoidable to load/unload appliances where no off-road parking or dedicated bays are provided.
- 1.10 We accept no liability for any damages that occur as a result of our attendance which were not a direct result of negligence on our part. This includes, but is not limited to, us being unable to repair the appliance immediately, issues with pre-existing electrical wiring or plumbing, appliances which do not have clear access or which have been improperly installed.
- 1.11 We reserve the right to withdraw from any agreed appointment or to refuse to accept any instruction at our sole discretion for any reason, at any time, as we deem appropriate. We are not obliged to disclose the reason to you, nor are we obliged to provide any notice period of our withdrawal from an appointment.
- 1.12 Instructions will be booked in at our earliest convenience and we shall advise you of the date we will attempt to attend. If for any reason we are able to attend sooner than the advised date, we will endeavour to do so. It may not be possible to keep you advised of these changes due to the often short notices involved. We will only attend sooner where permission has been received either from the tenant or You.

#### **REPAIRS:**

2.1 During our first attendance at an address our engineer will attempt to diagnose the faulty appliance and, if parts are required which are available to them on our vans, they will attempt to repair the appliance. This assumes the repair is sensible and viable in our sole opinion. The cost shall not exceed £150 (inclusive of VAT but excluding any commission element you may charge). If you do not agree to our fitting parts in this manner then 'No Parts To Be Fitted During Initial Visit' needs to be explicitly stated in your initial instructions.

2.2 Should parts be required which we do not have on our vans during the initial visit, but where the complete cost of the repair does not exceed £150 (inclusive of VAT but excluding any commission element you may charge) we will order the necessary parts should the. Where possible we will email you to advise you this is what we have done. We will arrange to return and fit them (at no additional cost) subject to the limits in 2.1

2.3 If parts are available to be fitted during our initial visit but we do not have authority to do so, there will be a 50% increase in the cost of the callout fees advertised in 1.5 if we are subsequently instructed to return to fit parts.

2.4 If the complete cost of the repair (excluding any commission element) exceeds £150 we will send a quote to repair or replace the appliance. If the quote is accepted then we will reattend to fit parts with no additional charge incurred.

2.5 If the instruction is to inspect/repair multiple appliances during the same visit, there will be a 50% reduction in the fees details (as 1.5) for each additional appliance. The reduced fees will be applied to the cheapest appliance(s).

2.6 Should an appliance require a drum change then there will be a 50% increase in the standard charges (as 1.5) to cover the extra time and labour involved in these types of repair.

2.7 The initial callout fees (as 1.5) will only be waived if, in our sole opinion, an appliance is beyond economical repair (BER) and the appliance is replaced by us as a result of a quote to replace having been sent by us and accepted by you. Any waiver shall only apply to the appliance which has been deemed BER. Any reduction in fees for having looked at multiple appliances (as 2.5) will be void or recalculated to disregard the appliance which is deemed BER.

2.8 Formal inspection reports (e.g. for insurance reports) are not included in the fees detailed at 1.5. Should one be required they can be provided for an additional fee of £20 (inclusive of VAT)

2.9 Any parts (or new appliance) that have been ordered may be cancelled up to 14 days after receipt by you or after installation. You are responsible for the return cost of all parts cancelled plus any labour or service involved with their uninstallation. They must be returned to us within 14 days. Any parts ordered which we are unable to supply within 30 days of the date ordered will be cancelled unless written permission for delivery to exceed 30 days is received from you. You are entitled to check the goods to ensure you are happy with their nature, characteristics & function. If, in our sole discretion, these have been used for more than was necessary to reach this decision we reserve the right to claim compensation from you of up to 100% of the original sale price.

2.10 You authorise our engineers to take photos of the appliances and their immediate surroundings as necessary for the purposes of facilitating a repair or replacement appliance. This includes (but is not limited to) make/model information, damage, blockages, hazards or obstacles to undertaking a the job as instructed.

2.11 Our engineers will not routinely take 'before and after' photos of repairs as many faults cannot be captured in a photos and often old and new parts will look identical. Where requests for such pictures are made, we will do so only at our sole discretion. You agree that where no requested photos or video have been taken on site, it will have no bearing on any subsequent invoice which must still be settled on time.

2.12 Power Point staff shall, at their discretion, enter into conversation with any tenant or occupier at a property we are instructed to attend for the purposes of gathering further information regarding their usage of the appliance(s) and any fault/issues they have experienced, plus any pertinent information that may impact on our ability to gain access or complete the job as instructed.

2.13 Incorrectly fitted appliances may cause damage to fixtures & fittings upon removal. Every effort will be made during our initial visit to avoid this but depending on the nature of the fitting it may be unavoidable. In their sole discretion, if the engineer discovers issues of this nature which they deem is highly likely to cause damage, they may refuse to complete the job until remedial action is taken by you or authorisation to continue is received from you. You waive us of all liability should any damage occur which could not reasonably be avoided should the engineer continue with the repair

as initially instructed if, in their sole opinion, the risk of damage is possible but not considered highly likely.

2.14 We consider it reasonable to expect that a repair is unlikely to exceed 60mins to diagnose or for parts to be fitted. In the event that a repair takes longer than this and the additional labour is due to appliance which have been incorrectly installed, included where they have been fitted into tight gaps which make it difficult to remove, or where space to work is therefore limited, additional labour may, at our sole discretion, be charged. Unless notified otherwise, this will be at a rate of 50% of the callout fee incurred for our attendance for each hour (or part of) after the initial 60 mins at the property has elapsed.

2.15 Unless specified by us that a specific part is required, you should not instruct that we order parts in advance of an appliance being inspected by us. Should you instruct that we order any parts in advance of our attendance and these parts are subsequently found to not be suitable, or not be required for a repair to be completed on an appliance, they will be considered as your property. As such, you will be invoiced for the parts accordingly and the parts will be left at the property.

2.16 There are some types of appliance which we do not work on. Unless specifically notified to the contrary, these are Samsung fridge freezers, American/French-style fridge freezers, wine coolers, gas appliances (with the exception of the electronic ignition) or dual fuel appliances where the fault is associated with the gas supply/flow, microwaves and the microwave functions of combination ovens, and telescopic hoods or those above islands. Should we be instructed to attend and have not been made aware that the appliance is one of these listed, a standard callout charge will apply but no work on the appliance will be undertaken.

2.17 From time to time it may be necessary for an external contractor to be engaged to assist with the repair (or replacement) instructed by you. Examples of this may be making adaptations to a kitchen to free a trapped appliance, installation of a gas appliance or installation of a chimney hood. Where a 3<sup>rd</sup> party is to be used that is not a Power Point employee you will be notified in advance either in a quote or in a separate email. Details of the contractor will be provided upon request. You are responsible for undertaking your own checks on the 3<sup>rd</sup> party contractor as you deem necessary prior to agreeing to our agreeing to allow them to access any property or undertake any work. By allowing a 3<sup>rd</sup> party to undertake work you agree that you are satisfied of their skill, qualifications and competence to undertake the required work. You agree to check that the contractor has valid and sufficient Public Liability insurance to cover. You waive all responsibility to Us for any failure on your part to either request the details of the contractor or to undertake adequate checks on them. As a courtesy to you, we may, at our discretion, include in our own invoice any funds due to the contractor and settle their bill on your behalf. Payment of the invoice is due as 5.1-5.8 below. You agree that We are not responsible for and waive all liability to Us for any goods or service undertaken by the 3<sup>rd</sup> party. You agree that We are not responsible for, nor offer any warranty or guarantee for, any work undertaken by a 3<sup>rd</sup> party contractor. Any dispute regarding any goods or service supplied by the contractor must be directed to them. We are unable to negotiate any dispute between you. You are still required to settle all amounts outstanding on any invoice submitted by us in respect of any goods or services supplied by the 3<sup>rd</sup> party even if there is a problem or dispute which remains unresolved. Late payment fees as 5.5 will still apply should an invoice which includes 3<sup>rd</sup> party contractors goods or service not be paid by the due date. In the event of a dispute, any refund agreed upon by You and the 3<sup>rd</sup> party which has been invoiced by us and for which we have received funds from you, will be refunded in line with our refund policy. This will only happen at such time as we receive notification from both parties of the sum agreed upon and provided this amount does not exceed the original amount invoiced to us by the contractor. Should there be any

claim of injury or damage caused by the 3<sup>rd</sup> party, you waive all responsibility to us and agree to pursue the contractor directly using their public liability insurance as appropriate.

### **APPLIANCE QUOTES, REPLACEMENTS & INSTALLATIONS:**

3.1 In the event an appliance is deemed BER by our engineers we will, at our discretion, provide a quote to replace the appliance.

3.2 Quotes are valid for 14 days, subject to stock and availability.

3.3 If a quote is not accepted prior to the 14 calendar days expiring then the callout appropriate callout fee (as 1.5) will be invoiced.

3.4 A quote must only be accepted if there are already sufficient monies on account to cover the appliance being ordered prior to the order being placed, or where adequate monies will be available within 30 days from rental income or from the landlord.

3.5 Where 3.4 applies, the initial call out fee (as 1.5) will be waived. Should we receive a request to honour a quote which is more than 14 days old we will only do so at our discretion subject to stock & availability.

3.6 Following your acceptance of a quote, additional fees may be incurred to cover extra labour, materials or re-attendance. These include, but are not limited to, where these are necessary in our sole opinion to safely and adequately complete the installation requested (e.g. reattaching décor doors where the holes/condition would otherwise not allow) or when the original appliance has been installed using non-standard method (e.g. hobs sealed to work surfaces using sealant, doors glued to hinges, removal and install of additional appliances to replace the faulty appliance, kick-boards sealed to flooring etc.) which we were not made aware of in advance.

3.7 Incorrectly fitted appliances may cause damage to fixtures & fittings upon removal. Every effort will be made to avoid this but depending on the nature of the fitting it may be unavoidable. In their sole discretion, if the engineer discovers issues of this nature which they deem is highly likely to cause damage, they may refuse to complete the job until remedial action is taken by you or authorisation to continue is received from you. By placing an order for a new appliance, you acknowledge the risks as described and waive us of all liability should any damage occur which could not reasonably be avoided should the engineer continue with the installation as initially instructed if, in their sole opinion, the risk of damage is possible but not considered highly likely.

3.8 No refund or waiver, either in part or whole, of any installation costs shall be issued in the event that an engineer attends an address and arranged and is unable to install an appliance due to circumstances beyond their control. This includes, but is not limited to, incorrect electricity or plumbing connections being available, defects in the cabinets or housing, and not having clear access to the appliance.

3.9 We are not gas safe certified and no engineer employed by Us is legally allowed to install or uninstall a gas appliance. Where a replacement gas appliance is required, we will attempt to provide a quote to replace the appliance, but the work will be carried out on our behalf by a gas safe certified engineer from one of our suppliers who will be considered a 3<sup>rd</sup> party contractor as 2.17. Legislation regarding gas appliances may have changed since the original appliance was installed meaning that what was once 'safe or acceptable' no longer meets current safety requirements. The engineers will refuse to install a new appliance where legislation will be contravened and remedial action may need to be taken before any install can be re-attempted. No installation charges will be

refunded where the engineer has attended but is unable to complete the installation where the cause of the failure is attributable to non-compliance with current legislation. Additional fees may be incurred if an additional attempt to install is required. If the appliance cannot be installed due to non-conformity with current legislation, a refund on the cost of the appliance only will be issued.

3.10 We will not attend an address to undertake a quote for free. We will try to provide a quote for free based on information provided by you/the tenant however it is your responsibility to ensure the information we have been provided is accurate as a restocking fee of 10% of the invoice total will apply should the wrong appliance be ordered as a result of inaccurate or missing information. Should there be insufficient information to provide a quote then we would need to attend the property and a standard callout fee (as 1.5) will be incurred.

3.11 Responsibility for ensuring a warranty is registered remains entirely with You. We will make every effort to supply you with copies of serial numbers and contact information for the manufacturers to assist you in registering the warranty. This is wholly a courtesy service which has a monetary value of £0.00p. We accept no liability for any financial or consequential loss as a direct or indirect result of the details required to register the warranty not being received by You. This includes, but is not limited to, warranties or parts guarantees not being honoured by a manufacturer if a warranty is not registered within the timescales they require.

3.12 We accept no liability for any personal items left inside an appliance which you have asked us to replace are removed, whether advised of such in advance or not. You/your tenant accept full responsibility for ensuring that any such items are removed prior to our visit to install the new appliance. Anything left inside an appliance will be considered as abandoned with a value of £0.00p and disposed of with the appliance. No compensation will be due for any items left inside an appliance which you have instructed us to dispose of.

3.13 Fridges, freezers and similar need to be emptied of all food and personal items prior to our engineers uninstalling a faulty appliance which you have instructed us to replace. New fridges, freezers and similar may not be able to be switched on for a number of hours after install and make take some time to get to the correct temperature. Suitable arrangements for any food items should be made by you. If, in our sole opinion, 3.12 does not apply and there is enough left in an appliance that we believe they may still be required by you/your tenant, we will move these into the new appliance. There will be a set fee of £25.00p (inclusive of VAT) for the extra labour involved. We accept no liability for any food or other items moved by us which are wasted as a result of not staying cold enough, or which are otherwise spoiled or damaged whilst being moved.

#### **APPOINTMENT CANCELLATIONS, FAILURES & ABANDONMENT:**

4.1 Under Consumer Contracts (information, Cancellation & Additional Charges) Regulations 2013, there is no right to cancel where a request is made of a trader to carry out urgent repairs or maintenance. We however will allow cancellation of any appointment at our sole discretion where we are satisfied that You have confirmed to us in writing or via voicemail, no later than 00.01 hours on the date of the appointment that you wish to cancel, or where we are satisfied that You have in good faith made every effort to do so. Failure to do so will result in a charge of 50% of the appropriate callout fees (including any commission element) as detailed at 1.6. Where we have been able to attend sooner than originally expected (see 1.12) there is no right to cancel and any such request received after we have already attended will be refused.

4.2 If we are unable to gain access to the property on the day of appointment for any reason outside of our control (e.g. refused entry by a tenant, wrong keys being issued, nobody at home as arranged)

then a charge of 50% of the appropriate callout fees (including any commission element) as detailed at 1.5 will be charged.

4.3 If after gaining entry our engineers are faced with any circumstance which threatens their health and safety (e.g. hazardous or unsafe working environment, undisclosed contagious illness at the property), or if the engineer is subject to any form of abuse (including verbal) from anyone within the property they shall, at their discretion, refuse to finish the job that has been started and leave the property regardless of whether the instructed job is completed or if the appliance is in a lesser working state than it was when we arrived. A charge of 100% of the appropriate callout fees (including any commission element) as detailed at 1.5 will be charged for the attendance and an additional 50% of the appropriate callout fees (including any commission element) as detailed at 1.5 will be charged to reattend.

4.4 No compensation shall be due for any appointment cancelled, moved, attended outside of our estimated appointment slot or postponed by us, nor shall we be liable for any damage at the property which occurs due to us not attending an address.

#### **INVOICES & PAYMENTS:**

5.1 We will invoice you from the date the repair is complete or from the date the new appliance is ordered as applicable. Our repair invoices will include details of our visit and should be considered confirmation that the job is considered by us as completed satisfactorily and, where appropriate, that the appliance is working. Our new appliance invoices should be considered as notification of your order has been processed and that installation is anticipated to take place on the date provided.

5.2 The invoice must be allocated to your accounts department for payment within 30 days or sooner if specified at the bottom of the invoice. If a landlord wishes to pay directly for a new appliance as invoiced, then cleared funds must be received prior to any new appliance being installed.

5.3 We reserve the right to amend the date the invoice is due and require immediate payment at our sole discretion.

5.4 We have no contract or agreement with any of your tenants. Regardless of whether you believe a tenant is the cause of a fault or damage that you instructed us to attend to, the responsibility for settling the invoice lays entirely with you/the landlord. It is your responsibility to settle our invoice before the due date. If you subsequently wish to pursue the tenant for recompense that is between you and your tenant. Under no circumstances will we accept a delay in payment due to your belief that the tenant is liable for part/all of the amount charged, neither will we agree to attempt to take payment from a tenant on your behalf.

5.5 Late payment fees will added if an invoice becomes 30 days or more overdue. They we be charged at £25.00 or 10% on new appliance invoices. The fee will be added on the first day of each calendar month up to a limit of 100% the original invoice value.

5.6 Persistent late payment or overdue payments on multiple invoices may, at our discretion, result in a demand for all outstanding invoices to be paid immediately, in full, and we will do no further work for you until we are satisfied that you have brought your account with us into good order.

5.7 Refunds shall be issued in line with your statutory rights and to the funding source used for payment. We aim to process all refunds within 14 days however up to 30 days should be allowed.

5.8 We reserve the right to offset any overpayment made by you, or any refund due to you against any overdue balance or invoice you owe to us, whether the refund relates to the same property/landlord or not.

#### **WARRANTIES, RECALLS & CANCELLATION OF PART/APPLIANCE ORDERS:**

6.1 New appliances supplied by us carry the length of warranty supplied by the manufacturer (a minimum of 12 months). During the warranty period should a fault develop with the appliance it is advised that you contact the manufacturer directly who can send an engineer authorised by them to inspect the appliance and avoid any unnecessary delays or risk of warranty being void due to the manufacturer deeming any work not agreed by them to be 'unauthorised'.

6.2 Parts supplied and installed by us shall carry a warranty of not more than 12 months as supplied by the manufacturer. They will be repaired/replaced in line with your rights as laid down by the Consumer Rights Act 2015. The warranty is limited to defects with the parts and does not cover any accidental damage or misuse (e.g. Damage from power cuts, cleaning chemicals etc)

6.3 Our workmanship carries a 3 month warranty.

6.4 If, following our visit, we are asked to return to look at the same fault within a 3 month period we will do so with no extra labour/call-out fee being incurred however should any parts be required which weren't identified during the initial callout, they will be chargeable. Should the engineer discover that the fault is not the same as during the initial visit, or that the recurrence is due to user misuse (e.g. blockages) then this will incur a standard callout fee (as 1.5)

6.5 Should you cancel a part or appliance, ordered by you as a result of either a quote by us or following an email where we have explicitly confirmed the part/appliance to be correct for your needs, but where the part/appliance is not yet fitted/installed, we will charge a restocking fee of 10% of the purchase price of the part/appliance. No refund shall be due for any service, labour or postage/carriage incurred prior to the cancellation.

#### **COMPLAINTS:**

7.1 Complaints should be sent in writing to **Louise Fivash** at our main office address at the top of these T&Cs. Complaints will be acknowledged in the first instance with a written response within 14 days where possible or, if additional information is required, up to 30 days.